

# Solicitation Document

Title : **Human Resources and EEO Services**

Solicitation Number : **2FYA-AR-060004-B**

Refresh Number : **19**

Created on June 29, 2011

## COVER PAGE

NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:  
NO HARD COPY REPSONSES WILL BE ACCEPTED UNDER THIS REFRESH.

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 9 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.  
GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 18 will replace solicitation number 2FYA-AR-060004-B Refresh 17 March 7, 2011 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency

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**Begin Regulation**

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**CP-FSS-1-C (MAY 2000)**

Solicitation No. 2FYA-AR-060004-B Refresh 19

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## WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP \_ PART \_ SECTION \_

COMMODITY: \_

FSC CLASS(ES)/PRODUCT CODE(S): \_

(b) **STANDARD INDUSTRY GROUP:** 738 X

SERVICE: Human Resources General Support Services &amp; EEO Services

SERVICE CODE(S): R499 &amp; R799

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION  
CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**


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**CP-FSS-19 PRICING (DEC 1998)**

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

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**Begin Regulation**


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**CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

**The deleted regulations(s) from previous refresh are listed below**

Number	Title	Clause/Provision
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I -- FEB 2007)	Clause

**The added regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause

**The updated regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
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**The added SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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**The deleted SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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Note: Regulation CP-FSS-2  
PROPOSALS FOR SINs 595-22 AND 595-26 ARE NOT BEING ACCEPTED AT THIS  
TIME. THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

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**Begin Regulation**

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**CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR  
INFORMATION (MAR 1996)**

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: Administrative Services Acquisition Branch (2QSAA)  
Attn: Henry Pierre-Louis, Section Chief  
26 Federal Plaza, Room 19-100  
New York City, NY 10278

or

Phone Henry Pierre-Louis, Section Chief  
Telephone Number: 212-264-2670.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE  
ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED  
ELSEWHERE IN THIS SOLICITATION.

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**Begin Regulation**

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**SCP-FSS-001 GENERAL PROPOSAL SUBMISSION  
INSTRUCTIONS (DEC 2010)**

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.
  - (1) Section I Administrative/Contract Data
  - (2) Section II Technical Proposal
  - (3) Section III Price Proposal
- (d) Offers will be rejected if they do not meet all of the following criteria:
  - (1) Submit "Pathway to Success" training certificate.
  - (2) Submit a signed Standard Form 1449 (unless submitting an eOffer).

- (3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.
  - (4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).
  - (5) The offeror currently has an up to date registration in Central Contractor Registry (CCR).
  - (6) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
  - (7) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
  - (8) Submit a completed Commercial Sales Practices (CSP) Format.
  - (9) Submit a complete Small Business Subcontracting Plan, as applicable.
- (e) **Withdrawal of Offer:** An offeror may withdraw its offer at any time prior to award by submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer. If the offer is withdrawn, it can be resubmitted as a new offer at a later date.

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#### **Begin Regulation**

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### **SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (DEC 2010)**

(a) *Section I Administrative/Contract Data:*

- (1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.
- (2) Your offer may be submitted either electronically by eOffer (<http://eoffer.gsa.gov>) or paper proposal. The most recent refresh of this solicitation can be viewed on FedBizOpps. Submissions of previous versions received more than thirty (30) calendar days after the issuing date of this version will be rejected.
  - (i) If using the eOffer system, it is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document, because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not an electronic signature is present on the document requiring a signature. If submitting an eOffer, the offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government)).
  - (ii) If submitting a paper proposal, the offer must include an original and an electronic copy of the signed SF1449, the Vendor Response Document, GSA-required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government). By signing and submitting the SF1449, the offeror agrees to the contract terms and conditions presented in Part II Contract Terms and Conditions of the solicitation, unless otherwise noted.

- (3) If a consultant is being used during or after award, submit an agent authorization letter. See FedBizOpps Document 12 for sample letter.
- (4) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.
- (5) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has received in the preceding two years from any previous GSA Schedule contracts or proposals.
- (6) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).
- (7) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.
- (8) Offeror should not submit clauses Incorporated by Reference (IBR) document (FedBizOpps Document 5), which is the full text of all the clauses incorporated by reference.
- (9) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.
- (10) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.
- (11) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.
- (12) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as FedBizOpps Document 7 (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2011 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	30%
HUBZone	3%
Small Disadvantaged	5%
Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(b) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

(1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:

- (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
- (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
- (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
- (v) Describe/identify how you intend to market services to federal clients.
- (vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.

(2) Factor Two *Relevant Project Experience*:

- (i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.
- (ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.
- (iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.
- (iv) Each project description shall include the following customer reference information:
  - (A) Customer/Client Name
  - (B) Project Name/Contract Number
  - (C) Customer Point of Contact for Project
  - (D) POC's phone number and email
  - (E) Project performance period (include months/years)
  - (F) Dollar value of the entire project
  - (G) Dollar value received for the work performed relevant to the SIN offered

(H) Brief summary of the project as a whole (background, purpose, etc.)

(I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.

(v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:

(A) Detailed description of SIN relevant work performed and results achieved

(B) Methodology, tools, and/or processes utilized in performing the work

(C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.

(D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays

(E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)

(F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)

(vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.

(3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See FedBizOpps Document 6. Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.

(iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.

(iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.

(4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINs offered, not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.

(i) Describe the internal review procedures which facilitate high quality standards in the organization.

(ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.

(iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.



(iv) Describe how your firm handles potential problem areas and solutions.

(v) Describe the procedures for insuring quality performance while meeting urgent requirements.

(vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(c) Section III *Price Proposal*:

(1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).

(2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.

(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:

- (A) SIN(s) proposed
- (B) Service/Product proposed
- (C) MFC/Best commercial customer
- (D) MFC/Best commercial customer price
- (E) Discount % offered to MFC/Best commercial customer
- (F) Discount % offered to GSA
- (G) Prices offered to GSA (excluding IFF)
- (H) Prices offered to GSA (including IFF)

(3) When training courses are offered, pricing will include the following information:

- (i)
  - (A) Title and brief description of the course, including major course objectives
  - (B) Length of course (number of hours/days)
  - (C) Minimum/Maximum number of participants
  - (D) Price for additional students above minimum (if applicable)
  - (E) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
  - (F) Commercial price of course ("N/A" if offering market based prices)
  - (G) Discount % offered to GSA ("N/A" if offering market based prices)
  - (H) Price of course offered to GSA (excluding IFF)
  - (I) Price of course offered to GSA (including IFF)

(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on *GSA Advantage!*<sup>TM</sup>. Submit an electronic

copy of the description of each course offered.

(4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates.

(5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which is for work at the "customer facility" (i.e., the ordering activity/agency) and which is for work at the "contractor facility."

(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the company's current dated CPL/Standard Rate Sheet (this is a stand alone document that was not prepared for this solicitation). Submit proposals for the base year only. Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670.

OR

(ii) Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

(8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree). These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSA Advantage!™. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.

(9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.

(10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP must be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales (CSP).

(11) The offeror shall include a detailed narrative containing sufficient information for each of the services offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate as well as demonstrate why the GSA price is still fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

(12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing

documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(13) If offering professional services (as defined by 29 CFR 541), offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.

(15) Repair and Alterations (R&A): Applicable to the solicitation See Clause: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.

(16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

(i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINs to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at [www.wdol.gov](http://www.wdol.gov). Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

(ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

(iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00

Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.	

(iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5<sup>th</sup> Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

(v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(vi) Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (\*\*) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly."

(vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.

(1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

(2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS

Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.

(3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 552.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

(B) Regardless of the method used, contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA Advantage!<sup>TM</sup>.

(viii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

(ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

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#### Begin Regulation

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### **552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Note: Regulation 552.219-71

The subcontracting plan threshold has been increased to \$650,000 (\$1,500,000 for construction).

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## Part I - GOODS & SERVICES

Notice: The GSA Multiple Award Schedule (MAS) program has recently experienced a tremendous increase in new offers. Due to the large number of new offers currently in process, it could take up to 9 months before your offer is evaluated.

GSA's practice is to evaluate offers in the order in which they are received. However, GSA may give priority to processing certain offers when circumstances dictate, such as when a federal agency Contracting Officer specifically requests an expedited offer review in order to meet a pending requirement that will be procured under the MAS program, or when there is a need for GSA to bring strategically critical new products or services to market in order to meet federal customer needs.

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

### Scope of Schedule 738 X, Human Resources and EEO Services

#### Overview:

Under the GSA Schedules Program (also referred to as Multiple Award Schedules and Federal Supply Schedules), GSA establishes long-term government-wide contracts with commercial firms to provide access to over four million commercial services and products. These can be ordered directly from GSA Schedule contractors or through the GSA Advantage! On-line shopping and ordering system.

#### Purpose:

The purpose of this Human Resources & Equal Employment Opportunity Services Solicitation is to provide a full range of services to enable Federal agencies to meet their agency needs. There are four (4) continuously open Special Item Numbers (SINs): 595-21, 595-25, 595-27, and 595-28. Offerors may submit a proposal on any one or combination of SIN(s) at any time, but each product or service may only be offered under one SIN.

#### Scope of Services:

The Contractor shall be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide. The Contractor shall also be capable of handling multiple task orders simultaneously.

Offerors shall ensure employees meet training requirements. Offerors are to provide one Open Ratings report per proposal.

Overseas Differential Pay (Reference PIN 2007-04 of 29 March 2007, â##Option 1â##)

The purpose of this provision is to describe how overseas differential pay will be handled on any task orders issued pursuant to Federal Supply Schedule contracts for services.

Definition: Overseas differential pay includes many types of allowances, including Post (Cost of Living) Allowance, Post (Hardship) Differential, Living Quarter Allowance, Education Allowance, Foreign Per Diem, and Danger Pay Allowance. Contractor personnel may be required to perform services in areas designated by the Department of State as Danger Pay or Hardship Posts for a variety of reasons, including contingency operations, humanitarian or peacekeeping operations, military exercises and/or operations, or diplomatic missions.



The Department of State's Standardized Regulations (DSSR) provides the regulations governing allowances, differentials (i.e. Hardship Post and/or Danger Pay) and definitions for all designated areas for all U.S. Government civilian employees. The DSSR provides for additional compensation for service in foreign locations where conditions of environment differ so substantially from conditions of environment in the continental U.S. that additional compensation is warranted and necessary as a recruitment or retention incentive. For U.S. Government civilian employees, hired in the United States, these are cumulative with a maximum of 35 percent each over the basic pay. (The cumulative maximum differential is 70 percent over basic pay, for an overall compensation of 170 percent of base pay.)

Applicability to contract performance: In order to facilitate contractor performance in areas where these differentials may be appropriate, this provision allows the use of the State Department's regulations and allowances as a basis for establishing differential labor rates on task orders. Information on current rates is available at the U.S. Department of State, Office of Allowances web site ([http://aoprals.state.gov/Web920/default.asp?menu\\_id=95](http://aoprals.state.gov/Web920/default.asp?menu_id=95) ). If payment of a differential is determined appropriate by the task order contracting officer, that contracting officer may utilize any method to determine the labor rate (or additional price if pricing is based on other than labor rates) actually paid to the contractor. However, in no event shall the total price paid exceed the Schedule contract price plus the State Department compensation rate applicable to the locality in question.

Example: A task order is contemplated with performance in Kabul, Afghanistan. As of the date of the contractor's quotation, the State Department allowance for this location is 70%. The contract rate for the labor category in question is \$100.00 per hour. Therefore, the maximum allowable differential rate for that labor category would be \$170.00 per hour.

For SIN 595-25, EEO Services, Minimum Training Requirements required for investigators and mediators shall be in accordance with EEOC MD-110.

For SIN 595-21, Human Resource General Support Services. Offerors are to provide a technical proposal for each service being offered under SIN 595-21. For example, if a company were to provide recruitment and outplacement services, they must provide a technical proposal for each service as outlined in provision SCP-FSS-001 and SCP-FSS-002.

Note 1: Personal Services Contracts as defined in FAR 37.101 and FAR 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contract/task order.

Note 2: Architect-Engineering (A/E) Services as that term is defined in FAR 36.601-4 are excluded from the Schedules Program. If the agency's statement of work, substantially or to a dominant extent, specifies performance or approval by a registered licensed architect or engineer for services related to real property, the Brooks Architect-Engineers Act applies and such services must be procured in accordance with FAR Part 36. Use of this schedule for Brooks Act architectural or engineering services is not authorized.

#### ORDERING PROCEDURES FOR PRODUCTS AND SERVICES:

Orders placed against a GSA Multiple Award Schedule (MAS) contract use the procedures under Federal Acquisition Regulation (FAR) 8.4, and are considered to be issued under full and open competition (see FAR 6.102(d)(3)). Ordering offices do not need to seek further competition, synopses the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative to meet the government's needs.

#### IMPORTANT NOTICE:

1. The preferred method of purchasing under this solicitation is a fixed price. The fixed price shall be based on the unit price offered in the schedule contract. Further negotiations with the ordering agency are permitted.
2. All clauses and provisions found within the solicitation or incorporated by reference set forth by the Federal Acquisition Regulation (FAR) can be accessed on the Internet at: [www.acquisition.gov](http://www.acquisition.gov).
3. All clauses and provisions found within the solicitation or incorporated by reference set forth by the General Services Administration Manual (GSAM) can be accessed on the Internet at: [www.acquisition.gov](http://www.acquisition.gov).
4. FedBizOpps.gov is the single government point-of-entry for Federal government procurement opportunities, which can be accessed on the internet at: <https://www.fbo.gov/>.
5. Contractor Team Arrangements (CTAs) are encouraged under the Federal Supply Schedules Program. For additional information, see FAR 9.6 "Contractor Team Arrangements" and Clause I-FSS-40. You can also visit our website at: <http://www.gsa.gov/cta>.
6. The Government reserves the right to evaluate proposals and award a contract without discussion. Therefore, the initial proposal should contain the Offeror's best terms from both a price and technical standpoint.
7. Once a contract is awarded under the Federal Supply Service Multiple Award Schedules Program, Contractors compete for business and are responsible for marketing to potential Government customers.
8. To assist Offerors in preparation of their proposal, please see attached Proposal Checklist.
9. An adequate and auditable labor hour recording and invoicing system is required for all Contractors accepting labor hour task orders. Contractors must possess such a system at time of award. This accounting system is subject to review and examination by the Government in accordance with FAR Part 9.
10. Travel and per diem associated with task orders issued under an awarded contract shall be negotiated with the ordering agency. Travel and per diem costs are not subject to the Industrial Funding Fee (IFF).
11. In accordance with FAR 37.114, the Contractor and their employees must always identify themselves as contractor personnel when dealing with the public, members of Congress, or Government employees, in the performance of the services under this contract. All documents or reports produced by Contractors must also be suitably marked as contractor products.
12. Please review the information at the following website for participation in Disaster Recovery Purchasing: <http://vsc.fss.gsa.gov/>.
13. Personal services as described in Federal Acquisition Regulation (FAR) 37.104 are prohibited under this solicitation

### **595 21 --- HUMAN RESOURCE SERVICES (Excluding EEO Services)**

Human Resource Services may include, but are not limited to, providing support in the functions of planning, recruitment and internal placement, position classification, personnel actions, training, employee relations, outplacement, function review/integration services and worker's compensation.

NOTE: Planning: Contractor shall provide support in systematic approaches to forecasting the future demand for and supply of employees. Examples of Planning include but are not limited to: Conduct computer and on-line modeling and analysis of needs and future trends; conduct human resource audits; and provide forecasting techniques through the use of experts, trend projection and other forecasting methods.

**Recruitment and Internal Placement:** Contractor shall provide extensive support in the field of recruitment and internal placement. Examples of Recruitment and Internal Placement support include but are not limited to: Perform outside recruitment using printed and electronic media, trade schools, job fairs and college visits paying special attention to reaching all segments of the population; manage comprehensive internal recruitment and placement programs which include merit promotion, transfer of function (TOF), reassignment, temporary promotion, detail, realignment, change to lower grade, upward mobility, rotational training assignments, reduction-in-force (RIF), etc; qualifications analysis; manage special recruitment programs such as Senior Executive Service (SES), Outstanding Scholar, Veteran's Readjustment, Disabled, and Student Aid Programs; assessment centers for selection purposes; prepare job vacancy announcements; and provide employment information as appropriate regarding employment opportunities with the Federal government in general and with agency supported activities specifically.

**Position Classification:** Contractor shall provide services in a range of classification functions for a variety of occupations and grades in the General Schedule, the Federal Wage System, or other Federal classification systems, in accordance with Title 5, United States Code (USC) or other appropriate authorities. Examples of Classification support include but are not limited to: Review position descriptions for adequacy; implement classification standards; prepare evaluation statements; conduct audits; counsel employees who wish to submit classification appeals; provide advice on position management, organization structure, supervisor/worker ratio and impact of mission/workload changes; and assist in the preparation of position descriptions. Services may be provided with or without delegation of classification signature authority to line managers dependent upon agency policies and requirements.

**Personnel Actions:** Contractor shall provide services in processing a range of Federal personnel actions. Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Standard Form 50 and related forms and documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; prepare reports; electronic processing of resumes; provide for custody and maintenance of Official Personnel Files (OPFs); maintain OPFs in a secured area, protected from unauthorized access in accordance with regulatory requirements; forward OPFs to National Records Center; and provide required employment verification.

**Training:** Contractor shall conduct a full range of services in HR-specific training support. Examples of Training support include but are not limited to: Provide advice, guidance and assistance to supervisors and employees as well as HR/personnel staff in managing self-improvement training resources; provide assistance in identifying training needs and requirements; coordinate the availability of various training programs, developmental career programs, executive leadership programs, and tuition assistance programs; encourage participation and accountability from management and employees in the training program(s); counsel management and employees to determine the best and most cost-effective methods of meeting organizational and career developmental needs; recommend, design, and/or conduct programs in areas related to human resources. Services SHALL NOT include mandatory 1102-Series workforce acquisition training. Off-the-shelf training may be tailored to meet specific agency needs. Interactive, multimedia and distance learning techniques may be utilized.

**Employee Relations:** Contractor shall offer services covering a range of employee relations

services. Examples of Employee Relations support include but are not limited to: Provide comprehensive support in disciplinary actions as they relate to complaints, grievances, and appeals; leave administration, recognition and awards, performance management and appraisal, insurance benefits, Thrift Savings Plan, and retirements; provide guidance and assistance in completing necessary processes and documentation; provide guidance and assistance to monitor and assess the value of or to operate complaint receipt systems such as an agency complaint hotline; perform case management; review proposed correspondence for regulatory compliance; serve as an interface with legal staff, union representatives, Department of Labor (DOL), Office of Personnel Management (OPM), other appropriate outside agencies, and the appropriate internal agency activities as required.

Outplacement: Contractor shall perform personnel outplacement services. Examples of Outplacement support include but are not limited to: Provide comprehensive outplacement/career transition services in response to downsizing and reorganizing including moving personnel to new positions inside or outside of the organization and retirement assistance; provide training, counseling and guidance in areas such as self-assessment; knowledge, skills, and abilities (KSA) assessment; job aptitude/interest inventories; group and individual counseling; career and job workshops; resume writing; job search methods; interview and negotiation techniques; stress management; personal financial management and job training; and provide retirement assistance.

Review and Integration Services:

\*Function Review: Contractor shall provide a review of the human resources department and other offices relating to the implementation function outsourced. Examples include but are not limited to: The Contractor selected to perform the outsourced function meets with the human resources personnel and other personnel as necessary to gain an understanding of the environment in which the work will be performed. This includes establishing agency unique requirements and project management throughout the lifecycle of the outsourced function concerning transition, project status, results, and possible recommendations for change and managing change during the contract period. Function review SHALL NOT include consultation on the business improvement process or preliminary studies under OMB Circular A-76.

\*Integrator: Contractor shall act as program manager to connect/integrate the various functions performed by multiple Contractors. Examples include but are not limited to interconnecting the operations of different Contractors performing human resources outsourcing activities within an agency and maintaining the interconnection among Contractors and their functions while acting in a key contractor role. Examples include maintaining the interface between a Contractor performing payroll functions and another Contractor performing personnel records functions.

Workers' Compensation: Contractor shall support management of claims processing under the Federal Employees' Compensation Act (FECA) pursuant to the Department of Labor, Office of Workers' Compensation Program (OWCP). Examples of Workers Compensation support include but are not limited to: Provide complete case management for employees with the aim to reduce lost work hours and workers' compensation costs for the Federal client including technical and managerial assistance; monitor hearing and appeal responses; counsel claimants in filing injury reports and establishing the essential elements of the claim; develop training programs for employees and management; develop return-to-work strategies; and claims revalidation assessments and administrative inquiries to confirm or refute suspicions or allegations of invalid claim status.

NOTE: Each sub-service category under HR General Support Services i.e., Recruitment and

Internal placement, Position classification, Personnel actions, Training, Employee relations, Outplacement, Function review/Integration services and Worker's compensation requires the completion of all four factors of Section II Technical Proposal: (1) Factor One Corporate Experience, which requires a capability statement, (2) Factor Two Relevant Project Experience, must show evidence of prior experience, (3) Factor Three Past Performance, specific professional labor rates should be assigned to each sub-category and (4) Factor Four Quality Control.

For HR-Specific Training, course description and instructor resumes are required. A copy is required of the Commercial End User Licensing Agreement for any Web Based Services

**Sales:** \$115,904,850

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
561611	Investigation Services	\$12.5 million
611430	Professional and Management Development Training	\$7 million
624190	Other Individual and Family Services	\$7 million

**595 22 --- Private Shared Service Center for Core HR Services:**

All offerors under this SIN must offer Personnel Action Processing and Benefits Management as a minimum. The offering of Payroll Services is optional. The Technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-22 ARE NOT BEING ACCEPTED AT THIS TIME.  
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541612	Human Resources Consulting Services	\$7 million

**595 25 --- EEO Services**

EEO Services may include but are not limited to providing investigation of Discrimination Complaints and Preparation of Reports of Investigation (includes individual Case/consolidated Case-One or Additional Issues, Continuing Violation, On-Line Reporting System, Additional Copies of Investigation Reports). Preparation of an Analysis and Recommended Final Agency

Decision (FAD) in Discrimination Complaints, Inquiry, Resolution Attempt, and Preparation of an analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions, Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended, Alternative Dispute Resolution, Reference Materials relating to equal opportunity programs, EEO training and Consulting, EEO counseling (Individual and Class Complaint).

NOTE: SIN 595-25 EEO Services: EEO Services may include but are not limited to the following:

Investigation of Discrimination Complaints and Preparation of Reports of Investigation: Contractor shall prepare reports of investigation (drafts and final) in conformance with the standards established by the EEOC. Investigations shall be performed to identify and obtain evidence from all relevant sources and gather sufficient information relevant to the issues in the complaint to ascertain the validity of the allegation. If the ordering agency determines a violation occurred, the report of investigation will provide the agency with a sufficient factual basis from which to fashion an appropriate remedy.

Preparation of an Analysis and Recommended Final Agency Decision (FAD) in Discrimination Complaints: Contractor shall prepare an analysis and recommended final agency decision (FAD) that is legally sufficient for complainants who believe they have been discriminated against.

Inquiry, Resolution Attempt, and Preparation of an Analysis and Recommended Final Agency Decision (FAD) on Allegations of Noncompliance With Settlement Agreements or Final Decisions: Contractor shall inquire, attempt a resolution, and prepare an analysis and FAD for allegations of noncompliance with settlement agreements and final decisions entered into on discrimination complaints.

Resolution Attempt and Report of Inquiry Regarding Notices of Intent to Sue under Age Discrimination in Employment Act of 1967, as Amended: Contractor shall inquire, attempt a resolution, and prepare an inquiry report regarding aggrieved employees or applicants for employment who believe they have been discriminated against on the basis of age and have chosen to bypass the administrative complaint processing system within an agency.

Alternative Dispute Resolution: Contractor shall provide the services of trained Alternative Dispute Resolution (ADR) professionals to attempt resolution of allegations of discrimination and other human resource matters. The ADR process will not replace already existing formal procedures, e.g. the administrative grievance procedure and the EEO administrative complaint procedure, but will supplement them in an effort to resolve problems before and after formal procedures are invoked. THIS SIN HAS BEEN EXPANDED TO COVER ADR FOR ANY ASPECT OF HUMAN RESOURCES.

Reference Materials: Contractor shall provide a variety of reference materials relating to equal opportunity programs to ensure employees, supervisors, and managers are aware of the policy of the Government to provide equal opportunity in employment for all persons and promote the full realization of equal employment opportunity. Agencies may order reference materials in any media. Reference materials include but are not limited to desk guides, pamphlets, booklets, leaflets, posters, and other reference material as determined by the agency.

EEO Training and Consulting: Contractor shall provide EEO consulting services and customized or off-the-shelf training for the instruction and development of Equal Employment

Opportunity (EEO) training courses for employees, supervisors, managers, team leaders, and others on the policy of the Government to provide equal opportunity in employment for all persons, prohibit discrimination in employment, and promote the full realization of equal employment opportunity.

EEO Counseling-Individual and Class Complaint: Contractor shall provide EEO counseling services for aggrieved employees or applicants for employment who believe they have been discriminated against. The goal of counseling is to informally resolve the pre-complaint and to advise aggrieved persons, in writing, of their rights and responsibilities.

PLEASE REVIEW THE PRICING REQUIREMENTS AND TRAINING REQUIREMENTS ATTACHMENT DOCUMENTS.

#### INVESTIGATION OF DISCRIMINATION COMPLAINTS:

Investigations shall include a thorough review of the circumstances under which the alleged discrimination occurred and the treatment of the complainant and member of the complainant's group(s) compared with the treatment of others not of complainant's group(s) in the organizational segment. Additionally, the investigation shall require a review of any policies and practices related to the alleged discrimination.

The investigation shall include:

- Preparation of an Investigative Plan;
- Obtaining of documentary information, including relevant statistics;
- Securing testimony, and;
- Preparing the investigative file including final Reports of Investigation (ROI).

The contractor shall not permit any agency official or the complainant to influence or direct the investigation.

The method of investigation shall be on-site investigations, by interrogatories or by telephone.

Three types of discrimination complaints may be investigated. The categories are: (1) individual complaints, (2) joined complaints, and (3) consolidated complaints.

The Agency Contracting Officer/Technical Representative (COTR) will make the determination of category of complaint and number of issues contained in each complaint. Any disagreement between the Agency and the Contractor regarding the category of a complaint and/or the number of issues will be resolved through discussion between the Agency and the Contractor. If after discussion, an agreement between the parties is not reached, the Agency's EEO Director or designee will make the final determination.

#### PLANNING AND PREPARATION

To conduct an investigation as efficiently as possible, the Contractor shall:

- Arrange accommodations, which may include, but are not limited to, arranging for a private meeting place, arranging access to a telephone and copy machine.

- Submit a written request to the Agency for reasonable accommodations or aids for disabled individuals, as necessary and appropriate. The Agency retains the option to approve/disapprove such requests.

- Furnish all essential equipment, materials, personnel, and supplies necessary to perform all of the work detailed herein, including investigating complaints, assembling the investigative files, and preparing the applicable reports.

Forward the case assignment, Letter of Authorization to investigate, and complaint file, via a method that includes a proof of receipt.

Develop an investigative plan and schedule within five (5) business days of receipt of the case assignment, which shall delineate all steps of the investigation (i.e., identify witnesses; method of investigation that will be used, etc.). The plan must be provided to the CO/COTR for review and approval immediately upon expiration of the five (5) day period. Plan must be approved by the Agency before the Contractor implements it. If the plan is disapproved, the Contractor must submit a revised plan within three (3) days of the disapproval.

Coordinate, schedule, and conduct interviews of all relevant witnesses identified in approved investigative plan.

Contact the CO/COTR for guidance and approval when new issue(s) arise that were not addressed or approved in the initial investigative plan. Additional issues may be added via the ordering procedures of the contract.

Submit a written report of investigation.

Only Contractor personnel with a signed Nondisclosure Agreement shall perform investigations and have access to data related to any complaint.

The Contractor shall gather relevant documentary and statistical information as outlined in, but not limited to EEOC MD-110. To gather relevant documentary and statistical evidence the Contractor shall:

Obtain objective evidence in regards to all claims for compensatory damages, e.g., medical records, or any other such documentation that would verify that an injury or harm had occurred;

Review all relevant personnel records and statistical data and make copies as needed for inclusion in the report of investigation;

Assemble the records/data collected in the format specified by the agency;

Contact the CO/COTR or his/her designee immediately to request assistance should the Contractor have difficulty in obtaining documentary evidence or statistical information.

#### SECURING TESTIMONY

The method of securing testimony shall be by the taking of affidavits during an on-site visit, through interrogatories or by telephone.

To secure testimony as efficiently as possible, the investigator shall at a minimum:

Show or fax all witnesses the Letter of Authorization for the investigation prior to the start of the interview.

Allow Complainant to review the Responsible Officials' affidavits in order to prepare a rebuttal affidavit.

Advise the Complainant immediately of the requirement to cooperate in the investigation. If the Complainant refuses to cooperate, the investigator shall proceed with the investigation, securing testimony from witnesses and obtaining all pertinent record information based on the accepted issue(s). Additionally, the investigator shall immediately advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR.

Inform each witness that he/she has been identified as having information relevant to the complaint.

Inform each witness of his/her right to representation during the securing of testimony.

Inform each witness of his/her right to present evidence.

Obtain testimony under oath or affirmation without a pledge of confidence.

Allow the witness to change his/her affidavit and require the witness to initial each change made. If substantive changes to the testimony relating to the issue(s) are made, the rewritten or retyped signed affidavit and the original affidavit shall be included in the investigative file. In this case, the Contractor shall prepare a memorandum to the file explaining the inclusion in the file.



Advise the witness of the requirement to cooperate in an EEO investigation if the witness fails to cooperate. Should the witness still refuse to cooperate, the investigator shall immediately verbally advise the cognizant Agency EEO Officer of this failure and shall follow up in writing to the CO/COTR.

#### COMPENSATORY DAMAGES CLAIMS

Some specific complaints may require an independent investigation. Investigation of a compensatory damages claim may require taking statements as well as securing documents. Evidence gathered during the investigation is to be compiled into a report, which is tabbed. The report is to be submitted within twenty (20) days of receipt of the written request for investigation. The CO/COTR will make the decisions to investigate compensatory damages claims and will coordinate with the investigator.

The investigator may disclose information or documents, as necessary, to obtain information from witnesses, e.g., to explain the allegations in a complaint, or to explain a manager's articulated reasons for an action in order to develop evidence bearing on that reason.

The investigator shall keep the CO/COTR informed of the progress of the investigation through weekly reports.

#### CONSOLIDATIONS & AMENDMENTS

If the Agency adds an amended issue or consolidate complaint to the investigation accepted by the Contractor after the investigator has commenced interviews with the management officials, the Agency shall compensate the Contractor at the rate of 60% above the original price for the amended or consolidated complaint and the contractor will be granted an additional thirty days to complete the investigation.

When the Agency adds an amended issue or consolidated complaint to the investigation accepted by the contractor after the investigator has commenced interviews with the management officials, the Agency shall permit the contractor to submit a partial invoice for the work completed, up to 60% of the original contract price, at the end of the original contract deadline, and the Agency will expeditiously satisfy this amount. The balance of the amount on the original and amended or consolidated complaints' investigation will be due only after the Contractor completes the entire investigation, and in accordance with the other terms in the Statement of Work herein.

#### PREPARATION OF REPORTS OF INVESTIGATION

The investigative file shall be arranged as follows:

Description of Complaint to include the following:

Name of the Complainant and Case Number

Title and Grade of Complainant's Position

Name and Location of Agency and Unit Involved in the Complaint;

Date of alleged Discrimination;

Kind of Discrimination Alleged; and

Nature of Action, decision or Condition Giving Rise to the Complaint

Description of Investigation:

Identity of Investigator – Identify Subcontractor or Employee of Firm

Dates of Investigation; and

Date Report of Investigation submitted.

Description of basis(s) and issue(s) in the complaint;

Summary limited to a synopsis of the evidence;

Survey of the general environment; and

Exhibits which shall include, but not be limited to:

The Authority Letter to conduct the Investigation;

Copy of the complaint(s);

EEO counselor's report with attachments;

Transmittal letters;

Acceptance letter;

Letters to Responsible Officials (RO);

Documentation of any matters pending before the EEOC;

Relationship or Organizational chart;

Workforce profile annotated by name, title, position and the accepted basis(es);

Affidavits of the Complainant, ROs, pertinent witnesses – Each affidavit shall be tabbed;

Statistical information; and

Documentation relevant to the issue(s) and basis(es). Each document shall be tabbed and or/sub-tabbed.

For example, each application shall have a sub-tab; a tab shall separate all of the applications from other documents.

Should the Contractor choose not to include an entire solicited document or material offered in evidence by the complainant, or a witness, in the investigative file, the Contractor shall have in the file a Memorandum to the Record stating the reasons for the exclusion.

The following kinds of information are privileged and normally should not be included in the Investigative File:

Medical information about the complainant or other witness unless it is pertinent to the disposition of the complaint.

Information that has a defense classification or that is proprietary.

#### DELIVERABLES

**FINAL REPORT OF INVESTIGATION:** One (1) original and five (5) copies of the Report of Investigation and, if required, a CD-ROM containing the Report of Investigation shall be submitted to the COTR within forty-five (45) days of receipt of the letter transmitting the files to the vendor. The Agency may order additional copies from the Contractor. Additional copies of reports ordered prior to delivery of the final report shall be due simultaneously with the report. In some instances, the Agency may require digital copies in lieu of paper copies.

**SUPPLEMENTAL INVESTIGATION:** Within ten (10) days of receipt of the Final Report of Investigation, the COTR shall forward the corrected copy of the Report to the CO/COTR within fifteen (15) days of receipt of the comments of the COTR.

**SANITIZING OF REPORTS OF INVESTIGATION:** The original and all copies of final reports shall be sanitized as follows: The home address, home telephone number, and social security number for all witness and other individuals (e.g., applicants for a position) shall not be released. Further sanitation efforts may be required by the agency.

**INVESTIGATIVE FILE CONTENT AND FORMAT:** The content and format of the investigative file shall be in accordance with EEOC MD 110 and any subsequent revision issued by the EEOC. Completed reports will be assembled in numerical order, as shown in Sections 6.0 of the S.O.W, using the tabs and sub-tabs. Each volume of a report shall be labeled using the complaint's name, agency docket number, volume number and agency name. The FINAL REPORT shall have a hard cover. The report shall be securely bound and

fastened.

#### REQUESTS FOR EXTENSION OF THE INVESTIGATION

Any request by the Contractor to extend an investigation beyond the period stipulated by the agency must be submitted to the CO/ COTR for approval. Requests should be received at least two (2) working days before the due date on an investigation.

#### PENALTIES FOR FAILING TO TIMELY DELIVER REPORT OF INVESTIGATION

If the Contractor fails to deliver the Report of Investigation to the CO/COTR or his/her designee within the specified date agreed to for delivery, the Contractor will be subject to the loss of fees or payment as follows:

Time Beyond Due Date	Penalty
Ten (10) calendar days beyond due date	10% of original fee
Twenty (20) calendar days beyond due date	30% of original fee
Thirty (30) calendar days beyond due date	50% of original fee
Forty (40) calendar days beyond due date	70% of original fee
Fifty (50) calendar days beyond due date	100% of original fee

Penalties shall not apply where the Agency has granted an extension of the due date prior to the expiration of the original due date. Penalties shall not apply where delay is due to Agency action or inaction, such as failing to provide Contractor with documents, witness lists, location of witnesses, or where Agency witnesses fail to appear for scheduled interviews or otherwise make themselves unavailable to the Contractor.

If the Contractor fails to deliver the Report of Investigation on the fiftieth day beyond the due date, then the Contractor must return the case file on that date to the COTR or her/his designee.

#### PENALTIES FOR REVISING THE REPORT OF INVESTIGATION FOR QUALITY

After reviewing the Report of Investigation if the CO/COTR determines the Report of Investigation deficient in quality because information essential to the issues in the complaint is absent, the investigative summary is poorly drafted or the case file is not properly organized, the CO/COTR may return the case file to the Contractor to remedy the deficiency. If the CO/COTR returns the Report of Investigation for revision, the Contractor will be subject to the loss of fees or payment as follows;

Time to Complete Revision	Penalty
Fifteen (15) calendar days	No Penalty
Thirty (30) calendar days	10% of original fee
Forty-five (45) calendar days	25% of original fee
Sixty (60) calendar days	50% of original fee

If the Contractor fails to complete the revision of the Report of Investigation on the sixtieth

day following return of the case file from the CO/COTR to the Contractor for revision, then the Contractor must transmit the case file back to the CO/COTR. Under this circumstance, the Contractor will receive no compensation for the investigation.

#### TERMINATING OR INTERRUPTING THE INVESTIGATION PRIOR TO COMPLETION

The Complainant and the Agency may elect to engage in alternative dispute resolution (ADR) during the course of the investigation of a complaint, or Complainant may withdraw the complaint, file a civil action or the case may otherwise terminate or interrupt. If such case, the Contractor will be so notified in order to suspend, continue and/or end the investigation. The Agency shall compensate the Contractor for the documented time spend, in accordance with terms of the agreement, conducting the investigation to that point, prior to notification to the Contractor.

#### OBJECTIVITY OF INVESTIGATORS

The Contractor shall monitor the work of its investigators to ensure their objectivity throughout the investigation of a complaint. If the Contractor determines that an investigator may be biased toward the agency or the complainant, the Contractor must remove the investigator and assign another in his/her place. The Agency may at any time request the removal of an investigator where facts demonstrate that the investigator is biased toward either party.

#### TRAINING OF INVESTIGATORS

Training for EEO Complaint Investigators must be in accordance with EEOC Management Directive (MD) 110. Investigators hired after November 9, 1999, must have completed at least thirty-two hours of investigator training before conducting investigations. This training requirement may be waived for experienced Investigators; however, all Investigators must receive continuing eight hours of investigators training each year.

#### PREPARATION OF AN ANALYSIS & RECOMMENDED FINAL AGENCY DECISION (FAD) IN DISCRIMINATION COMPLAINTS

The Contractor shall prepare an analysis and recommended final agency decision relating to the issue(s) alleged in the complaint(s). The recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not discrimination was found, the basis for the determination made in accordance with the appropriate models of analysis and applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency. The analysis and recommended final agency decision shall be submitted to the ACP.

#### INQUIRY, RESOLUTION ATTEMPT, AND PREPARATION OF AN ANALYSIS AND RECOMMENDED FINAL AGENCY DECISION (FAD) ON ALLEGATIONS OF NONCOMPLIANCE WITH SETTLEMENT AGREEMENTS OR FINAL DECISIONS

##### Inquiry Into Allegations of Noncompliance With Settlement Agreements and Preparation of an Inquiry Report

The Contractor shall review the settlement agreement and allegation(s) of breach of the terms of the settlement agreement and conduct an inquiry sufficient to determine whether a breach has occurred and to recommend resolution to the ACP based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, and policy statement(s) or regulations of the agency, organized to show their relevance to the issue of noncompliance. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

#### Analysis and Recommended Final Agency Decision

The analysis and recommended final agency decision shall consist of a presentation of fact, a determination as to whether or not noncompliance occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The analysis and recommended final agency decision shall be clear, concise, logical, well reasoned, well documented, and fully supported. The Contractor's findings, conclusions and recommendations are not binding on the ordering agency.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of noncompliance.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
3. Have the option of requesting the Contractor to submit an inquiry activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
4. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss noncompliance issues and/or resolution.
5. Review terms and conditions of the proposed settlement agreement(s) recommended by the Contractor.

The Contractor shall review the settlement agreement or final decision, gather documentary and statistical information, as outlined in but not limited to the Complaint Evidence Checklist (EEO Management Directive MD-110) for inclusion in the inquiry report.

To secure testimony/information as efficiently as possible, the Contractor shall:

1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
3. Inform each person interviewed of his/her right to present evidence.
4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

#### RESOLUTION ATTEMPT AND REPORT OF INQUIRY REGARDING NOTICES OF INTENT TO SUE UNDER AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED

##### Inquiry Into Notices of Intent To File a Civil Action In Age Discrimination Complaints

The Contractor shall review the allegation(s) of age discrimination and conduct an inquiry sufficient to determine whether there is evidence that unlawful age discrimination occurred and to recommend resolution or a final agency decision to the Agency Contact Person (ACP) based on the findings during the inquiry. The inquiry report shall include but is not limited to statements of complainant and witnesses, copies or extracts of records, policy statement(s), and regulations of the agency, organized to show their relevance to the issue of age discrimination.

##### Report of Inquiry

The report of inquiry shall include a presentation of fact, a recommendation as to whether or not unlawful age discrimination has occurred, the basis for the determination made in accordance with applicable case law, and a recommended course of action. The report of inquiry shall be clear, concise, logical, well reasoned, well documented, and fully supported. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP.

To conduct the inquiry as efficiently as possible, the ordering agency shall:

1. Forward the case file to the Contractor. The file shall include the Letter of Authorization to conduct the inquiry and a summary of the circumstances of the alleged issue(s) of discrimination.
2. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action.
3. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss the issue of discrimination and/or resolution.
4. State the method of inquiry in the delivery order.

The Contractor is responsible for gathering testimonial, documentary, and statistical information sufficient to develop a thorough inquiry report.

#### ALTERNATIVE DISPUTE RESOLUTION

At a minimum, the Contractor shall include the following steps in the ADR process:

**ADR Action Plan:** The Contractor shall develop an ADR Action Plan, including milestone dates. The ADR Action Plan shall be made available to the Agency Contact Person (ACP) in accordance with the timeframes of this Statement of Work (SOW). The ADR Action Plan shall identify the name of the proposed dispute resolution professional and include a copy of the dispute resolution professional's resume detailing his/her ADR experience.

**Review of Agency Dispute File:** The Contractor, at the request of the ordering agency, shall review the agency dispute file to determine the specific action(s) that caused the aggrieved person to believe that he/she is a victim of discrimination.

**Meetings/Caucuses:** The Contractor shall advise the principal parties of the time and place for the ADR meeting(s). The Contractor shall conduct meetings, jointly or separately, and shall explore with the parties various options for resolving the dispute. Meetings shall be conducted during normal duty hours of the principal parties. The Contractor shall also mediate like or related issues raised during the ADR process, after coordination and negotiation of price(s) with the ACP.

**Initial Meeting:** The Contractor shall, before beginning ADR and throughout the process, review with the parties the ADR process, respective responsibilities of the dispute resolution professional and the parties, affirm the party's willingness to participate in the process, and fully explain EEO procedures and guidelines relating to ADR.

**Identification of Issue(s) and Basis(es):** The Contractor shall encourage and elicit sufficient information from the parties to ensure that the issue(s) is clearly defined.

**Agreement:** If the allegation(s) is resolved and full or partial agreement is reached on the substance of the dispute, the Contractor shall assist the parties in putting the proposed agreement in writing and obtaining appropriate concurrence and signatures from the parties. The Contractor shall forward two (2) original copies of the agreement to the ACP. The ACP

shall provide an original agreement to the complainant. An extension of up to five (5) days may be permitted by the ACP to obtain signatures.

Closure: When it becomes apparent to the Contractor that resolution will not be reached, the Contractor shall inform the parties that their efforts to settle the dispute have been unsuccessful and shall close the ADR process. The Contractor shall maintain confidentiality in the process unless required to by law.

Information Exchange: The Contractor shall determine whether the parties need to share information about the dispute. This exchange of information shall be coordinated and its scope limited by the Contractor, and may be accomplished through depositions, exchanges of information across the negotiating table by way of stipulations as to the facts, or as determined by the Contractor. The information shall include all relevant dates for each disputed allegation and shall be coordinated with the ACP. When the facts are not in dispute (because the parties are familiar with each others' version of the facts and they agree on the facts), the facts are not complicated, or only the interests of the parties need to be addressed, the Contractor may determine that an exchange of information shall not be necessary. The agency shall:

Determine when an aggrieved person or complainant is to be referred to the Contractor for ADR.

1. Obtain written consent agreement from the parties to participate in the ADR process.
2. Forward the case to the Contractor. This shall include the letter of authorization and other relevant documents as determined by the agency.
3. Provide private meeting space for the on-site visit and/or authorize other method(s) of ADR to accomplish resolution.
4. Provide other accommodation(s)/aid(s) that may be requested by persons with disabilities.
5. Coordinate and negotiate cost(s) for the resolution of like and related issues raised after receipt of the task order by Contractor.
6. Make available agency officials who will be able to respond to questions and who have authority to resolve the dispute.

The Contractor is required to adhere to the Model Standards of Conduct for Mediators promulgated by the Society of Professionals in Dispute Resolution, the American Arbitration Association, and the American Bar Association.

Confidentiality: All information revealed during the ADR process is confidential. The Contractor shall advise the parties to the resolution attempt of their obligation to resist disclosures of information about the contents and outcomes of the ADR process. The Contractor in connection with the ADR function shall not utilize electronic devices used for recordings or transcripts of ADR proceedings or conferences.

Additional Services: Upon request of the agency, the Contractor and the ACP may negotiate terms and conditions for additional ADR services, e.g. neutral evaluations, conciliation, mini-trials, etc. Upon request of the agency, the Contractor may apply ADR techniques in situations where the Federal government is the interested party. An example is Title VI Americans with Disabilities Act.

## EEO TRAINING AND CONSULTING

### Consultant Services

The EEO consultant will review the current agency environment, make recommendations, point out opportunities for improvement, and recommend appropriate training, handbook

development, etc. The Contractor shall not proceed with training, handbook development, etc., without a separate task order. Specific requirements shall be established in each task order.

#### Training Courses

The Contractor shall, in regard to each training course ordered:

1. Determine curriculum needed to implement training requirements
2. Write task statements, learning and instructional objectives, and training course evaluation criteria
3. Be familiar with and have the capability to provide agencies with methods and media appropriate to attain training objectives, i.e. distance learning, computer courseware, videoconferencing, etc.
4. Develop and write specifications for training plans and training and instructional materials
5. Use appropriate and realistic strategies for collecting feedback
6. Select procedures for validating the course content.

Custom designed materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor. Course duration shall be specified in the task order by the ordering agency. Course cancellation and rescheduling shall be coordinated between the Contractor and the ordering agency.

The Contractor shall be responsible for:

1. Registration of agency employees (by mail, fax, telephone, electronic mail, in person)
2. Confirmation notification
3. Training accessibility
4. Course evaluation form
5. Providing upon request, reasonable accommodations or aids for disabled individuals.

The ordering agency shall be responsible for:

1. Developing course objectives and forwarding the training objectives for the course(s) requisitioned to the Contractor
2. Determining employee-training needs
3. Securing location and private training space and access to telephone and copy machines
4. Providing upon request, reasonable accommodations or aids for disabled individuals
5. Evaluating training course content and training course evaluation form
6. Notifying the Contractor of the substitution or withdrawal of agency employees
7. Determining course hours and attendance
8. Assessing training course evaluations.

NOTE: It is at the agency's discretion to provide VCR's, televisions, overhead projectors and other audiovisual aids or other equipment necessary for training purposes.

#### EEO COUNSELING—INDIVIDUAL AND CLASS COMPLAINT

The counseling service shall be performed in accordance with the Equal Employment Opportunity Commission (EEOC) regulations set forth at 29 C.F.R. Part 1614; EEO Management Directive (MD)-110, Chapter 2; EEOC's "A Guide to Effective EEO Counseling"; and any subsequent law, statute, regulation, or directive included within the scope of this contract. If resolution efforts are successful, a proposed settlement agreement shall be prepared and coordinated with the ACP. Three types of potential complaints are to be counseled: (1) individual, (2) class, and (3) consolidated.



The ordering agency may authorize the use of various methods to complete the counseling activity. These methods could include an exchange of letters or position papers, on-site visits, or any other method or combination of methods that would lead to the development of the counseling report.

For complaints consolidated for multiple complainants, the Contractor shall consolidate the counseling activity. However, all counseling reports shall be individualized. For example, if three allegations are raised over non-selection (two on the basis of age and one on the basis of race and sex), the Contractor shall make one on-site visit to perform all necessary interviews and discuss all of the complaints with the responsible official(s), but shall provide three (3) sets of Reports of Counseling (one dealing with the first complainant, one dealing with the second complainant, and one dealing with the third complainant).

The counseling service shall include at a minimum the following:

1. Counseling Activity Action Plan: The Contractor shall, upon request from the ordering agency, provide a plan of action to complete the counseling task. Any such plan will be prepared in the format specified by the ordering agency.

1. Issue(s) and Basis(es) Determination: The Contractor shall determine the specific action(s) which caused the aggrieved person to believe he/she is a victim of discrimination. The Contractor shall clearly define the issues and obtain the aggrieved person's agreement, in writing, on the issue as framed.

1. Inquiry: The Contractor shall interview relevant individuals to secure information about the issue and review relevant agency records. The Contractor's counseling report shall include all relevant dates for each allegation raised to ensure that the issue was raised in a timely manner. The Contractor shall also determine what documents control the action giving rise to the issue being grieved and make them a part of the counseling report.

1. Informal Resolution Efforts: The Contractor shall attempt resolution of the issue(s) and document all resolution efforts. All resolution efforts shall be coordinated with the agency contact person (ACP). If the allegation(s) is resolved, the Contractor must prepare the specific terms and conditions of the settlement agreement and signed by the parties specified by the ACP.

1. Report of Counseling: The Contractor shall ensure that the Counseling Report includes but is not limited to the following:

- a. A precise description of the issue(s) counseled and the basis(es) stated by the complainant
- b. Relevant documents gathered during the inquiry
- c. Specific information bearing on timeliness of the counseling contact
- d. If timeliness appears to be a factor, a written explanation for the delay
- e. An indication as to whether an attempt to resolve the complaint was made and a summary of any resolution effort.

1. Contractor's Advice To The Aggrieved Person:

The Contractor shall, in accordance with MD-110, Chapter 2, Attachment E, EEO Counselor Checklist, advise individuals in writing of their rights and responsibilities. The Contractor shall advise the aggrieved person in writing, of the following, in accordance with 29 C.F.R. 1614.105(b):

- a. EEO complaint process
- b. Election requirements

- c. Right to anonymity
- d. Right to representation
- e. Duty to mitigate damages
- f. Duty to keep the agency informed of current mailing address
- g. Duty to serve copies of appeal papers on the agency

The ordering agency shall:

1. Arrange accommodations that include but are not limited to a private meeting place and access to a telephone and copy machine. Upon request, the ACP will provide reasonable accommodations or aids for disabled individuals.
2. Forward the case file to the ACP. The file shall include the letter of authorization to counsel the aggrieved individual; informal complaint documents, if applicable; and a summary of the circumstances or issue(s) of the complaint as presented.
3. Include travel costs where travel may be anticipated to accomplish the counseling activity.
4. Inform agency personnel that failure to cooperate with the Contractor may result in disciplinary action and/or drawing of adverse inference(s).
5. Have the option of requesting the Contractor to submit a counseling activity action plan. If the ordering agency requests a copy of the action plan, the ACP shall review the plan and discuss any discrepancy with the Contractor.
6. Assist in the coordination of appointment(s) made by the Contractor with management official(s) to discuss resolution.

The Contractor shall gather documentary and statistical information as outlined in but not limited to the Complaint Counseling Checklist, MD-110. To secure relevant information as efficiently as possible, the Contractor shall:

1. Show all parties picture identification and the Letter of Authorization prior to the start of any face to face interview or conference. In all other instances, provide a copy of the Letter of Authorization with any written request for relevant information.
2. Inform each person interviewed that he/she has been identified as having information relevant to the issue of noncompliance.
3. Inform each person interviewed of his/her right to present evidence.
4. Disclose information or documents, as necessary, to obtain information from persons interviewed and to explain the issue(s) of noncompliance.

#### REFERENCE MATERIALS

The Contractor shall be responsible for printing, design, distribution, data collection and analysis, information organization, editing, copyrighting, and future editions. Materials designed specifically for the Government shall become the property of the Government and shall not be used commercially by the Contractor.

The agency shall be responsible for:

1. Developing objectives and general specifications for the content and format of the material ordered and providing it to the Contractor
2. Reviewing and evaluating materials developed
3. Defining the audience
4. Determining the number of copies to be delivered
5. Determining the scope of distribution
6. Providing assistance and general guidance to the Contractor, as requested.

**Sales:** \$19,652,919

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541611	Administrative Management and General Management Consulting Services	\$7 million
561410	Document Preparation Services	\$7 million
561611	Investigation Services	\$12.5 million

**595 26 --- Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):**

These non-Core services comprise HR Strategy. Organization and Position Management, Staff Acquisition, Performance Management, Compensation Management, Human Resource Development, Employee Relations, Labor Relations, and Separation Management. The technical requirements for this SIN are defined by the Office of Personnel Management's Business Reference Model for the HR Line of Business.

NOTE: PROPOSALS FOR SIN 595-26 ARE NOT BEING ACCEPTED AT THIS TIME.  
THE PERIOD FOR SUBMITTING PROPOSALS IS CURRENTLY CLOSED.

**Sales:** \$0

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
541612	Human Resources Consulting Services	\$7 million

**595 27 --- Pre-Employment Background Investigations**

A variety of timely pre-employment background investigations for persons seeking Federal Government employment are provided. Examples of Pre-Employment Screening support include but are not limited to: Provide background investigations (background checks) for potential or existing employees in accordance with applicable Federal, State and local regulations. Examples include: Verification of previous employers; salary histories; criminal records checks; education verification; and credit history checks. All investigative activities must be conducted in compliance with the Fair Credit Report Act as amended. Upon request, investigative services offered include Local Agency Check (LAC), National Agency Check with Local Agency Checks and credit checks (NACLC), Single Scope Background Investigations (SSBI), SSBI - Periodic Reinvestigation (SSBI-PR) and Misconduct Investigations (SSBI-MI). These investigative services can support the authorized Department/Agencies in acquiring Reports of Investigation (ROI) in areas of public trust, national security and suitability investigations conducted by the Federal Government in compliance with appropriate sections of the United States Code (i.e. Title 5, Title 15), Executive Orders and requesting Department/Agency Directives, Policies and Procedures. Service providers must operate from a facility approved in accordance with the provisions of

the National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have active security clearances to the appropriate level as required by the customer Agency/Department.

**NOTE: CONTINUED FROM ABOVE SIN DESCRIPTION**

These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during the duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

**NOTE:** Offeror must confirm that they are NISPOM compliant.

The following are descriptive requirements for the high-end background investigations:

**National Agency Check with Local Agency Checks and Credit Checks (NACLC):**

The contractor shall perform a National Agency Check as part of a personal security investigation consisting of a search of records of appropriate national agencies, to include at a minimum an FBI-Headquarters check, and FBI-CJIS Fingerprint check, a review of the OPM Security/Suitability Investigations Index (OPM SII), and a review of the DOD Defense Clearance Investigations Index (DCII). A NAC may also include a check of CIA, INS, State Department, Military Personnel Records Center, Treasury, etc., as appropriate. A NAC is a part of all investigations and reinvestigations for access to classified information. (Note: Individuals whose Confidential or Secret access was based on a NAC can only continue to hold that access without reinvestigation until it is time for their periodic reinvestigation. Also, NAC(s) are the basis for trustworthiness decisions.) Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the subject has resided, worked, and/or attended school during the last seven years. A NACLC is the minimum DOD investigation requirement to determine eligibility for access to CONFIDENTIAL and SECRET.

**Local Agency Check (LAC):** The contractor shall perform a LAC by reviewing the appropriate criminal history records at the local law enforcement agencies (e.g., Police Department, Sheriff's Office, etc.) with jurisdiction over the areas where the subject has resided, gone to school, or worked. Also included are reviews of local law enforcement agencies covering the area(s) where the Subject has resided, worked, and/or attended school during the last five years, plus credit checks covering the area(s) in which the Subject has resided, worked, and/or attended school during the last seven years.

**Single-Scope Background Investigation (SSBI):** The contractor shall perform personnel security investigation for critical sensitive positions and for access to SCI or for a collateral TS clearance. The scope for an SSBI varies- some items require seven years coverage (such as financial reviews) and others require ten years (such as local agency checks), or from the date of the Subject's 18th birthday, whichever is shorter, provided it covers at least the last two full years but does not proceed the Subject's 16th birthday.

**SSBI Periodic Reinvestigation (SSBI-PR):** The contractor shall perform an investigation conducted to update a previously completed background investigation (SSBI or PR) on persons occupying positions with access to sensitive and/or classified DOD information (Top Secret, Top Secret SAP, and SCI). The scope of the SSBI-PR is the most recent five years, or

the period since the last investigation, whichever is longest (however, the financial review will not exceed the last seven years).

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offeror's wishing to provide NACLC, LAC, SSBI and SSBI-PR shall demonstrate they have at least two (2) years of relevant experience in HR outsourcing at the federal, state, or local government levels on an organization wide basis regionally or nationally. Experience in the commercial sector may be substituted for experience in the government sector. However, the experience must be similar in complexity to the work required under this solicitation. Key personnel/individual experience may be substituted for corporate experience. Offers shall include a complete description of two (2) to three (3) of their largest dollar projects completed within the last two (2) years relevant to the specialized work offered. Work must be similar in complexity to the work required under this solicitation. The contractor must operate from a facility approved in accordance with the provisions National Industrial Security Program Operating Manual (NISPOM). Investigative Support Personnel and the Field Investigator staff must have an active personnel security clearance to the appropriate levels as required by the requesting Agency/Department. All Report(s) of Investigation (ROI) submitted must be in accordance with the appropriate Executive Orders, USC(s), all requesting Agency/Department policies, and procedures in effect at the time the ROI is completed.

Misconduct Investigations (SSBI-MI): The contractor shall conduct investigations of misconduct by agency employees. The misconduct involved may concern violations of policy, rules, regulations, or law that the government has determined do not warrant criminal prosecution but could result in discipline, disqualification, or disbarment from government employment, contracts, entitlements or benefits. These investigations may include, but are not limited to: absence without leave and attendance irregularities; conducting personal business during duty hours; fighting, threatening, harassing, or abusing co-workers, supervisors, or the public; refusal or failure to follow lawful instructions or procedures; insubordination or neglect of duty; misuse of government vehicles, facilities, personnel, or equipment; falsification of employment applications or other government documents; alcohol or drug abuse; violations of employee ethical conduct standards.

Note: In addition to CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008), offerors wishing to provide SSBI-MI shall demonstrate that they have at least two (2) years of relevant experience in conducting misconduct investigations at the federal, state or local government levels on an organization wide basis regionally or nationally.

Requesting Department/Agencies may require active personnel security clearances of investigative support personnel or field investigator staff. All Reports of Investigation (ROI) submitted must be in accordance with appropriate Executive Orders, USC(s), as well as any requesting Agency/Department policies and procedures in effect at the time the ROI is completed. Examples of applicable Executive Orders (EO) and United States Code(s) (USC) are, but not limited to: 5 USC 7301, 5 USC 301, EO 12674.

**Sales:** \$53,645,105

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R499

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
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561611	Investigation Services	\$12.5 million
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### 595 28 --- Social Services, Professional Counseling and Veterans Readjustment & Behavioral Health Services

Contractor provides comprehensive employee assistance and related social and behavioral health counseling and readjustment services including, but not limited to, traditional EAP, vocational and psychosocial rehabilitation, physical/ occupational/educational therapy and outpatient recovery; personal and family support, wellness coaching, psychotherapy, including homeless counseling and placement services, emergency response and social advocacy services, educational and public health program administration, service registries (employment, daycare, etc); legal, benefit/compensation consultation in the areas of individual and family personal and financial enhancement. Provides Telemental Health counseling services which augments treatment and improves patient access using Telehealth channels. Provides licensed and credentialed personnel who provide case management behavioral health support leading to improved patient centered outcomes in the evaluation, assessment, treatment and rehabilitation of identified patient population individuals (i.e. multi-tour war theater veterans; disaster victims; incarcerated individuals delivered either in-the-home, in community based facilities or in correctional facilities), telephonically, via remote video and/or via telehealth, web-based and/or social media channels - in areas including but not limited to, substance abuse disorder (SUD), suicide prevention, depression, military sexual trauma (MST), Post-Traumatic Stress Disorder (PTSD) and/or Traumatic Brain Injury (TBI) and/or Polytrauma. Services may be all inclusive, separate, short and/or long term, bundled or unbundled.

**Sales:** \$8,081,621

**Sales Period:** Oct 1, 2009 to Sep 30, 2010

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** R799

**Maximum Order :** \$1,000,000

#### NAICS

Number	Description	Business Size
541110	Offices of Lawyers	\$7 million
541611	Administrative Management and General Management Consulting Services	\$7 million
541612	Human Resources Consulting Services	\$7 million
541990	All Other Professional, Scientific and Technical Services	\$7 million
561311	Employment Placement Agencies	\$7 million
621112	Offices of Physicians, Mental Health Specialists	\$10 million
621330	Offices of Mental Health Practitioners (except Physicians)	\$7 million
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$7 million
621410	Family Planning Centers	\$10 million
621420	Outpatient Mental Health and Substance Abuse Centers	\$10 million
621999	All Other Miscellaneous Ambulatory Health Care Services	\$10 million
622210	Psychiatric and Substance Abuse Hospitals	\$34.5 million
623220	Residential Mental Health and Substance Abuse Facilities	\$7 million
623311	Continuing Care Retirement Communities	\$13.5 million
624110	Child and Youth Services	\$7 million
624190	Other Individual and Family Services	\$7 million
624229	Other Community Housing Services	\$7 million
624230	Emergency and Other Relief Services	\$7 million

624310	Vocational Rehabilitation Services	\$7 million
624410	Child Day Care Services	\$7 million
713940	Fitness and Recreational Sports Centers	\$7 million
812191	Diet and Weight Reducing Centers	\$19 million
812210	Funeral Homes and Funeral Services	\$7 million
813110	Religious Organizations	\$7 million
813311	Human Rights Organizations	\$25.5 million
813319	Other Social Advocacy Organizations	\$7 million
813410	Civic and Social Organizations	\$7 million
923110	ADMINISTRATION OF EDUCATION PROGRAMS	Not available
923120	ADMINISTRATION OF PUBLIC HEALTH PROGRAMS	Not available
923130	ADMINISTRATION OF HUMAN RESOURCE PROGRAMS (EXCEPT EDUCATION, PUBLIC HEALTH, AND VETERANS' AFFAIRS PROGRAMS)	Not available

## Part II - CONTRACT TERMS AND CONDITIONS

Clause 52.252-2 incorporates two versions of clause 52.212-4: 52.212-4 (JUNE 2010) (DEVIATION I-FEB 2007) applies to fixed price orders.  
52.212-4 (JUNE 2010) (ATLTERNATE I - OCT 2008)(DEVIATION I - FEB 2007) applies to Time-and Materials or Labor Hour orders.

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY REPSONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 16 will replace solicitation number 2FYA-AR-060004-B Refresh 15 March 29, 2010 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency.

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### Begin Regulation

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### **52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**



(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

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**Begin Regulation**

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**52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT –  
REPORTING REQUIREMENTS (JUL 2010)**

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at

\$25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of

the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —

(A) In the subcontractor's preceding fiscal year, the subcontractor received —

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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## **Begin Regulation**

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### **52.210-1 MARKET RESEARCH (APR 2011)**

(a) *Definition.* As used in this clause —

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to —

(1) Determine if commercial items or, to the extent commercial items suitable to meet the

agency's needs are not available, nondevelopmental items are available that —

- (i) Meet the agency's requirements;
- (ii) Could be modified to meet the agency's requirements; or
- (iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

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### Begin Regulation

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## **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2011) (ALTERNATE II – DEC 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[ Not Applicable ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause

52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	Clause
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2009)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

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**Begin Regulation**

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**52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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**Begin Regulation**

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**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)** 16.506(b)

- (a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100.00, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of \$1,000,000.00;
  - (2) Any order for a combination of items in excess of \$1,000,000.00; or
  - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

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**Begin Regulation**

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**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**  
16.506(e) FSS A/L FC-94-2

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the

period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

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**Begin Regulation**

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**52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**

(a) *Definitions.* As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on —

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report.

Contractors may select an ending date —

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due;

or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).



(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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**Begin Regulation**

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**52.225-19 Contractor Personnel in a Designated Operational Area or  
Supporting a Diplomatic or Consular Mission Outside the United States  
(Mar 2008)**

(a) Definitions. As used in this clause—

*Chief of mission* means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

*Combatant commander* means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

*Supporting a diplomatic or consular mission* means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system

to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as

applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

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#### Begin Regulation

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### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	Clause
52.212-4	CONTRACT TERMS AND CONDITION--COMMERCIAL ITEMS (JUN 2010) (ALTERNATE I -- OCT 2008) (DEVIATION I -- FEB 2007)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause

52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	Clause
52.222-49	SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I -- AUG 2003)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER	Clause

	SHIPMENT (APR 1984)	
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
F-FSS-202-F	DELIVERY PRICES (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

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**Begin Regulation**

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**552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)***(a) Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

*(b) Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

*(c) Additional information.*

Additional information may be obtained at the DOC DPAS website <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

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**Begin Regulation**

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**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE  
AWARD SCHEDULE) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____
See Schedule of Items	30 Days After Receipt of Offer	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

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**Begin Regulation**

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**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE  
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)	Clause

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**Begin Regulation**

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**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED  
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS  
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS  
(SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE  
AWARD SCHEDULE CONTRACTS (SEP 1999)  
(ALTERNATE I—SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 4 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
  - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
  - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases.

The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

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**Begin Regulation**

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**552.238-76 Definition (Federal Supply Schedules)--Recovery  
Purchasing (FEB 2007)**

Ordering activity (also called ``ordering agency" and ``ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

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**Begin Regulation**

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**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING  
ACTIVITIES) (SEP 2008)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

- (1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);
- (2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The Government of the District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

\_\_\_\_\_ Contractor will provide domestic and overseas delivery.

\_\_\_\_\_ Contractor will provide overseas delivery only.

\_\_\_\_\_ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities:

State and local government, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

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#### **Begin Regulation**

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#### **552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal

Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78,

## Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, ``Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

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**Begin Regulation**

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**C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS  
(NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the

availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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**Begin Regulation**

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**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART  
51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES)  
(JAN 2010)**

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation).

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**Begin Regulation**

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**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION  
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning



552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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**Begin Regulation**

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#### **I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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**Begin Regulation**

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### **I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language  
52.214-35 Submission of Offers in U.S. Currency  
52.247-34 FOB Destination  
52.247-38 FOB Inland Carrier, Country of Exportation  
52.247-39 FOB Inland Point, Country of Importation  
C-FSS-412 Characteristics of Electric Current  
D-FSS-471 Marking and Documentation Requirements Per Shipment  
D-FSS-477 Transshipments  
F-FSS-202-F Delivery Prices  
I-FSS-314 Foreign Taxes and Duties  
I-FSS-594 Parts and Service

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#### **Begin Regulation**

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### **I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

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#### **Begin Regulation**

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### **I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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#### **Begin Regulation**

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### **I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering

price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!<sup>TM</sup> in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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**Begin Regulation**

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**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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**Begin Regulation**

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**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

(a) This clause applies to all contracts estimated to exceed \$100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

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**Begin Regulation**

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**I-FSS-597 GSA *ADVANTAGE!*<sup>TM</sup> (SEP 2000)**

(a) The Contractor must participate in the GSA *Advantage!*<sup>TM</sup> online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

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**Begin Regulation**

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**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)****(a) General Background.**

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

**(b) Trading Partners and Value-Added Networks (VAN's).**

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

**(c) Registration Instructions.**

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at [http://www.defenselink.mil/releases/1999/b03011999\\_bt079-99.html](http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html).

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

**(d) Implementation Conventions.**

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice,

Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!™.

(1) GSA Advantage!™ will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!™ enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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#### **Begin Regulation**

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### **I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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#### **Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)****(a) Electronic Contract Data.**

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

**(b) Federal Supply Schedule Price Lists.**

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

**Federal Supply Service****Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

**Schedule Title**

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

**Contract number**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

**Contract period.**

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) **CUSTOMER INFORMATION:** The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the

micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).



24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

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**Begin Regulation**

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**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

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**Begin Regulation**

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**I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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**Begin Regulation**

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**I-FSS-680 DISSEMINATION OF INFORMATION BY  
CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

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**Begin Regulation**

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**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS  
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

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**Begin Regulation**

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**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
  - (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator,

as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

- (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
- (2) Increases are requested before the last 60 days of the contract period, including options.
- (3) At least 30 days elapse between requested increases.
- (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed four percent (4%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

- (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
- (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
- (2) Negotiate more favorable prices when the total increase requested is not supported; or,
- (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

## Part III - VENDOR INSTRUCTIONS

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

NO HARD COPY RESPONSES WILL BE ACCEPTED UNDER THIS REFRESH.

The following link provides guidance on utilizing the eOffer and eMod systems, obtaining digital certificates, and using the eOffer and eMod Training Guides: <http://eoffer.gsa.gov>

GSA has developed eOffer, a web Based application that allows an Offeror to prepare and submit an MAS offer electronically. eOffer is designed to create an interactive, secure environment that simplifies the contracting process from submission of offers to contract awards. eOffer uses the latest digital authentication technology to ensure the integrity of data and to electronically sign the offer. Digital certificates are required in order to use eOffer. The eOffer website at [www.gsa.gov/eoffer](http://www.gsa.gov/eoffer) contains a variety of information regarding the eOffer application, including available training, information regarding digital certificates. PLEASE BE ADVISED ANY OFFER SUBMITTED MUST BE SUBMITTED THROUGH THE Eoffer PROCEDURES. NO PAPER COPIES OF OFFERS WILL BE CONSIDERED.

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

### NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

GSA WILL ONLY ACCEPT MODIFICATION REQUESTS SUBMITTED ELECTRONICALLY AS EMODS (<http://eoffer.gsa.gov>).

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

Notice is hereby providing that the Standing Solicitation for Multiple Award Schedule 738X for Human Resources & EEO Services has been refreshed. The new solicitation number 2FYA-AR-060004-B Refresh 18 will replace solicitation number 2FYA-AR-060004-B Refresh 17 March 7, 2011 and includes updated clauses and provisions.

Offerors are responsible for payment to Open Ratings, Inc. for past performance evaluation prior to submission of an offer.

The solicitation is open continuously with no closing date. The resultant contracts are awarded as Indefinite Delivery, Indefinite Quality; Fixed Price Adjustment. Contract periods commence on the Date of Award through a 5-year base period with three 5-year option periods. The resultant contracts provide a streamlined acquisition approach for federal agencies to obtain Human Resources & EEO Services. Agency ordering procedures for services and further information on GSA Multiple Award Schedules programs may be found at [www.gsa.gov/schedules](http://www.gsa.gov/schedules).

GSA is only issuing this solicitation/request for proposal through the FedBizOpps internet site, GSA will not provide paper copies of this solicitation. Interested parties may access the solicitation at Internet address <http://www.FedBizOpps.gov>. This site contains information describing the Federal Business Opportunities and how to register to receive automatic notices of acquisitions. All responsible sources may submit an offer which shall be considered by this agency

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### Begin Regulation

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#### **52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant

to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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### Begin Regulation

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#### **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) *Definitions.* As used in this provision —

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror \_\_\_\_\_ has \_\_\_\_\_ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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### **Begin Regulation**

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#### **52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_ intends, \_\_\_\_\_ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.



(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price with Economic Price Adjustment, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

#### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
U.S. General Services Administration Administrative Services Acquisition Branch (2QSAA)  
Attn: Henry Pierre-Louis, Section Chief 26 Federal Plaza, Room 19-100 New York City, NY 10278  
NOTE: Protests of task orders shall be filed directly with the ordering agency at the address designated by the ordering agency Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the

address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2008)	Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

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### Begin Regulation

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#### 552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

\_\_\_\_\_  
 \_\_\_\_\_

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

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**Begin Regulation**

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**552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

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**Begin Regulation**

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**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT)  
ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

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**Begin Regulation**

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**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)**

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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**Begin Regulation**

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**A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

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**Begin Regulation**

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**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)**

- (a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."
- (b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

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**Begin Regulation**


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**B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 73810 are listed below

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
595 21	HUMAN RESOURCE SERVICES (Excluding EEO Services)	\$115,904,850
595 22	Private Shared Service Center for Core HR Services:	\$0
595 25	EEO Services	\$19,652,919
595 26	Private Shared Service Center for non-Core HR Services (offered by contractors awarded 595-22):	\$0
595 27	Pre-Employment Background Investigations	\$53,645,105
595 28	Social Services, Professional Counseling and Veterans Readjustment & Behavioral Health Services	\$8,081,621

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**Begin Regulation**


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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

<b>NAMES &amp; TITLES</b>	<b>TELEPHONE NUMBERS</b>	<b>ELECTRONIC MAIL ADDRESSES</b>

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**Begin Regulation**


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**L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)**

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by the specified cut-off date and time established in the request for final proposal revision..

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**Begin Regulation**

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**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS  
(INSP) (NOV 2000)**

(a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

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**Begin Regulation**

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**L-FSS-59 AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EO OFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

HARD COPY RESPONSES, WILL BE RETURNED UNOPENED

NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

The following link provides guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod Training Guide: <http://eoffer.gsa.gov>.

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### Begin Regulation

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#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) (ALTERNATE I – JAN 2011)**

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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### Begin Regulation

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#### **552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities

are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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### Begin Regulation

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## **CI-FSS-151 ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2008)**

(a) The Government will consider award for a responsible Offeror, whose offer conforms to all solicitation requirements, is determined technically acceptable, has acceptable past performance, and whose prices are determined fair and reasonable.

(1) Section I Administrative/Contract Data: Section I Administrative/Contract Data will be evaluated for its successful completion of all requirements outlined in the Instructions to Offerors in Part II of the Solicitation Document. The firm must be determined financially responsible based on the financial information provided.

(2) Section II Technical Proposal:

(i) Section II Technical Proposal will be reviewed, evaluated and rated acceptable or unacceptable (Go/No Go) based on the four technical evaluation factors described in the Specific Proposal Submission Instructions to Offerors in the Cover Page of the Solicitation document. Award will be made on a SIN-by-SIN basis. A rating of "unacceptable" under any evaluation factor will result in an "unacceptable" rating overall for that SIN. Offers determined technically unacceptable for all proposed SINs will be rejected.

(ii) Factor One – *Corporate Experience*: Failure to provide the information as described in the Specific Proposal Submission Instructions for Factor One will result in an "unacceptable" rating for that SIN. The Offeror shall have demonstrated that the firm can successfully perform, administer and complete ordering activity tasks that may be awarded against a contract awarded under this solicitation. They must also demonstrate that the services proposed for each SIN are within the Scope of Work in Part I of this solicitation.

(iii) Factor Two – *Relevant Project Experience*: The Offeror must submit the information described in Factor Two of the Specific Proposal Submission Instructions located on the Cover Page of the solicitation, and must also demonstrate the successful completion of orders which are of a similar or greater complexity to the orders described in the statement of work in Part I of the solicitation.

(iv) Factor Three – *Past Performance*: Failure to provide information as described in Factor Three of the Specific Proposal Submission Instructions may result in an "unacceptable" rating for the Technical Proposal. The results of the Open Ratings Past Performance Evaluation will be considered, along with other information available to the Contracting Officer in determining the past performance rating of the Offeror. The Government reserves the right to consider any other pertinent information which comes to the attention of the Government regarding the Offeror's past performance. The Government will consider the Offeror's performance in the following key areas: Overall Performance, Reliability, Cost, Order Accuracy, Delivery/Timeliness, Quality, Business Relations, Personnel, Customer Support, and Responsiveness. Those Offerors



demonstrating a pattern of consistent acceptable performance will receive an acceptable rating.

(v) Factor Four – *Quality Control Plan*: Failure to provide the required information as described in Factor Four of the Specific Proposal Submission Instructions to Offerors may result in an “unacceptable” rating for the Technical Proposal.

(vi) Offerors are on notice that proposals that are unrealistic in terms of technical commitment, lack technical competence, or are indicative of failure to comprehend the complexities and risks of solicitation requirements will be rejected.

(3) Section III Price Proposal:

(i) Section III Price Proposal will be evaluated for its successful completion of all requirements outlined in the Specific Proposal Submission Instructions in the Cover Page of the solicitation document. In order for the Section III Pricing proposal to be rated acceptable, the Contracting Officer must determine that the proposed pricing is fair, reasonable, and supportable, based on the submission of sufficient pricing information as outlined in the Proposal Submission Special Instructions.

(ii) The proposed pricing must be advantageous to the Government, and inclusive of the Industrial Funding Fee (IFF). If the rates offered are not “equal to or lower than” the MFC, an acceptable justification must be provided.

Note: The Government reserves the right to award without discussions. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint.

## Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

### NOTICE CONCERNING RESPONSES TO THIS SOLICITATION:

PLEASE NOTE: EFFECTIVE JULY 15, 2010, ALL RESPONSES SHALL BE SUBMITTED ELECTRONICALLY AS EOFFERS (<http://eoffer.gsa.gov>). No hard copy responses will be accepted after this date.

HARD COPY RESPONSES, WILL BE RETURNED UNOPENED

NOTICE CONCERNING MODIFICATION TO ALL CONTRACTS AWARDED UNDER THIS SOLICITATION.

As of July 15, 2010, GSA's National Administrative Services and Office Supplies Acquisition Center will only accept contractor-initiated modification requests through the GSA eMod System.

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### Begin Regulation

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#### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (MAR 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision —

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of

manufacture.

*“Restricted business operations”* — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

*“Service-disabled veteran-owned small business concern”* —

- (1) Means a small business concern —
  - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*“Small business concern”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

*“Veteran-owned small business concern”* means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*“Women-owned business concern”* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the*

*offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_\_\_ is a women-owned business concern.*

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either —

(A) It \_\_\_\_\_ is, \_\_\_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_\_\_ has, \_\_\_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_\_\_ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(8)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(9) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_]*

\_\_\_\_\_./ Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_\_\_ has, \_\_\_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that —

(i) It \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate. (Applies only if

the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin



(List as Necessary)
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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

- (1) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling

the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

\_\_\_\_\_ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) \_\_\_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_\_\_ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

Not Applicable (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

Not Applicable (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible

for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government;

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_.

(5) Common parent.

\_\_\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_\_\_ Name and TIN of common parent:

      Name \_\_\_\_\_.

      TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) [Reserved]

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.